

COPY

# Will of

PATRICK L. MAYNARD

I, PATRICK L. MAYNARD, of Outagamie County, Wisconsin, hereby revoke my former wills and codicils, declare this instrument to be my last Will and execute it on 9-8-98.

1. Personal representative. I nominate my wife, Susan Maynard, as personal representative. If said nominee does not so act, I nominate my daughter, Julie C. Maynard, as personal representative. If said nominee does not so act, I nominate my son, Stephen R. Maynard, as personal representative. I request that no bond be required.

2. Distribution if spouse survives. If my spouse survives me, I give my net estate as follows:

(a) Tangible personal property. I give my tangible personal property, including but not limited to my household furniture, furnishings and appliances located in and about my homestead, and my personal effects, clothing, jewelry and my automobiles, to my spouse.

(b) Balance. I give the balance of my net estate to my spouse, Susan Maynard. It is my intention to exclude all of my children under the terms of this paragraph.

3. Distribution if spouse does not survive. If my spouse does not survive me, I give my net estate as follows:

(a) Tangible personal property. I give my tangible personal property, including but not limited to my household furniture, furnishings and appliances located in and about my homestead, and my personal effects, clothing and jewelry (but excluding my automobiles, which shall become part of the balance of my estate), in as nearly equal shares as practicable to my children who survive me as they shall select. I am confident that, because of the love and affection which they have for each other, my children can agree on such division. I

request that said distributees be guided by any instructions which I may leave relating to this division and to any further distribution.

(b) Balance. I give the balance of my net estate in equal shares to my children.

4. Distribution to descendants of deceased child. Unless otherwise provided herein, if any child does not survive me but has descendants who survive me, I give the share which would have been distributed to said child (but excluding tangible personal property) to said descendants by right of representation.

Any payment due to a beneficiary hereunder who has not reached the age of 21 shall be made to a custodian for such beneficiary, as selected by my personal representative, under the Wisconsin Uniform Transfers to Minors Act.

5. Death of distributee. If any distributee dies within four months after the date of my death, any property which would have been distributed to him under this Will, outright and not in trust, shall instead pass under this Will as if he had died before me. Any distribution within such period shall not be affected by the death of the distributee.

6. Powers of personal representative. In addition to the powers granted by law, my personal representative shall have full power to do everything necessary or advisable for the orderly and efficient administration of my estate without application to or confirmation by the probate court or probate registrar, including but not limited to the power to sell, lease or mortgage real and personal property; to pay or compromise claims and tax liabilities; to distribute in cash or in kind or partly in each; to borrow money; to retain securities and invest funds without any limitation prescribed by law for investments by fiduciaries; to continue the operation of any business or commercial enterprise including a farm or farms, in which I may have an ownership interest at my death; and to permit any of the beneficiaries named herein to enjoy the use of any tangible personal property during administration of my estate without liability on the part of said personal representative or beneficiary for any injury to, consumption of or loss of any such property so used.

7. Definitions, genders, etc. The words "child" and "descendant" shall be construed to include lawful issue, any child born posthumously and any child legally adopted either before or after my death. All words used in any gender shall extend to and include the other gender. All words

used in the singular shall extend to and include the plural and vice versa. All words and phrases used in this Will shall be defined, and this instrument shall be construed, pursuant to Wisconsin law.

8. Paragraph headings. Paragraph headings are inserted primarily for convenience, and if they conflict with the text in the construction of this Will, the text shall control.

Combined Locks  
Signed at Kaukauna, Wisconsin, on the date set forth on the first page of this Will.

151  
Patrick L. Maynard

This instrument, consisting of three typewritten pages, including this page, has been signed by the testator on the date thereof, in our presence. We have signed this certificate as attesting witnesses in the presence of the testator and in the presence of each other. We also certify that the testator is of sound mind, of legal age to execute a will and is not under any restraint or duress, to our knowledge, information or belief. We further certify that we are competent witnesses at the time of this attesting.

151 Virginia F. Fuss of Combined Locks, Wisconsin.

151 Dennis M. Wydere of Kimberly, Wisconsin.

MARITAL PROPERTY AGREEMENT

COPY

AGREEMENT made SEP 8 1998, between Patrick L.

Maynard and Susan Maynard, husband and wife, of Outagamie County, Wisconsin.

Preamble. The parties desire to classify or reclassify property which they now own or hereafter acquire, and otherwise to avail themselves of the rights, remedies, definitions and provisions of the Wisconsin Marital Property Act, as amended, hereinafter referred to as the "Act."

1. Disclosure. The parties were married on September 30, 1972, and have made reasonable disclosure of all assets and financial obligations to each other during that time. The parties are satisfied with the disclosure that has been made and waive any other or further disclosure. The parties enter into this Agreement with notice and knowledge of the property and financial obligations of the other party.

2. Classification. All property of whatsoever nature or description, whether real or personal, wherever situated, which either party now owns or hereafter acquires shall be reclassified as survivorship marital property.

3. Transfer of property at death without probate. Upon the death of the first party to die, any assets distributable to the surviving party in the Will of the deceased party shall be distributed to the surviving party without probate. All other assets, including any disclaimed property, shall be distributed to the testamentary trustee named in the Will of the deceased party.

Upon the death of the last party to die, all property shall be payable to the estate of said party.

4. Voluntary agreement. Each of the parties acknowledges that this Agreement has been voluntarily executed and that no coercion or undue influence has been used by or against either party in making this Agreement.

5. No oral modifications. This Agreement (including this provision against oral modifications or waiver) shall not be modified or waived except by written instrument duly signed by both parties.

6. Binding effect. This Agreement shall bind the parties and their respective heirs,

beneficiaries, personal representatives, successors and assigns.

7. Governing law. This Agreement shall be interpreted in accordance with, and any and all disputes arising under or out of this Agreement shall be governed by, the laws and decisions of Wisconsin. The establishment by either or both parties to this Agreement of a residence or domicile in a state other than Wisconsin shall not affect the binding nature or validity of this Agreement, or the rights of the parties under this Agreement, or the laws under which it shall be governed.

8. Revocation and amendment. This Agreement may be revoked or amended only by a later marital property agreement.

9. Execution of documents. If necessary to effectuate the intent and provisions of this Agreement, the parties or their legal representatives shall reexecute this Agreement and execute any appropriate or necessary instruments.

10. Applicability. This Agreement governs the parties' property rights and economic incidents while the parties are married to each other and at the death of a spouse.

11. Entire agreement. This instrument represents the entire agreement of the parties with respect to the subject matter of this Agreement.

The parties expressly agree and intend that this Agreement shall supersede and replace any prior marital agreement between the parties.

12. Severability. In the event that any provision of this Agreement is deemed to be invalid or unenforceable by a court having jurisdiction, the balance of this Agreement and the application of such provision to circumstances other than those as to which it is deemed invalid or unenforceable shall not be affected thereby and this Agreement shall be enforced to the fullest extent permitted by law.

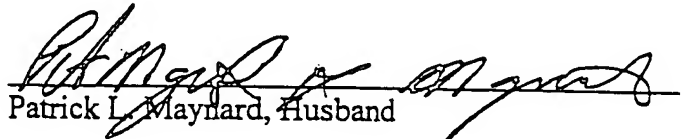
13. Construction of Agreement. The parties assume joint responsibility for the form and composition of this Agreement. No provision of this Agreement shall be construed for or against either party because that party or that party's legal representative drafted this Agreement.

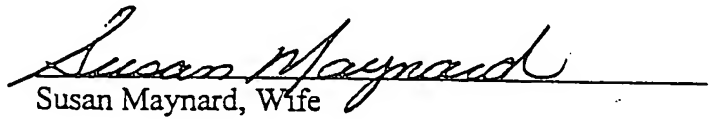
14. Paragraph headings. Paragraph headings have been inserted in this Agreement for convenience. If they conflict with the text in the construction of this Agreement, the text shall

control.

15. Waiver of right of separate counsel. Prior to signing this Agreement, each party had the opportunity to consult with an attorney of his or her choice. With knowledge and understanding of the potential conflicts and rights, both parties consented and agreed to retain the law firm of McCarty, Curry, Wydeven, Peeters & Haak, LLP to represent them jointly in connection with the development, preparation and implementation of this Agreement.

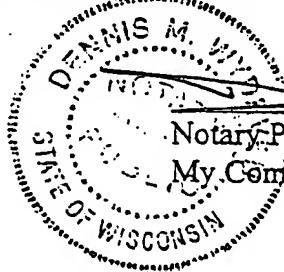
IN WITNESS WHEREOF, the parties have signed this Agreement on the date set forth on the first page of this Agreement.

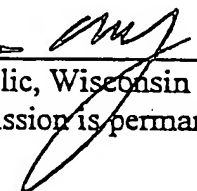
  
Patrick L. Maynard, Husband

  
Susan Maynard, Wife

STATE OF WISCONSIN    )  
                                  ) ss.  
OUTAGAMIE COUNTY    )

Personally came before me on SEP 8 1998 the above named Patrick L. Maynard and Susan Maynard, husband and wife, to me known to be the persons and spouses who executed the foregoing Agreement and acknowledged the same.



  
Notary Public, Wisconsin  
My Commission is permanent.

This document was drafted by:  
Dennis M. Wydeven  
Attorney at Law  
McCarty, Curry, Wydeven, Peeters & Haak, LLP  
120 East Fourth Street  
P.O. Box 860  
Kaukauna WI 54130-0860

# OUTAGAMIE COUNTY REGISTER OF DEEDS

BEST AVAILABLE COPY

1000 South Bay Street  
Dea. Co. Wis. 54901  
LOCAL REGISTRY A

STATE OF WISCONSIN  
DEPARTMENT OF HEALTH AND FAMILY SERVICES  
ORIGINAL CERTIFICATE OF DEATH

10001

1. DECEASED NAME: **Patricia Lawrence**  
2. SEX: **F**  
3. DATE OF BIRTH: **September 24, 1949**  
4. COUNTY OF DEATH: **Outagamie**  
5. CITY, TWP., OR VILLAGE: **Combined Locks**  
6. DEATH OCCURRED INSIDE: **Combined Locks**  
7. DEATH OCCURRED OUTSIDE: **Combined Locks**  
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THIS IS TO HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT COPY OF THE RECORD FILED IN THE REGISTER OF DEEDS OFFICE OUTAGAMIE COUNTY, WISCONSIN.

ISSUED SEP 21 1998

(SEAL)

Dr. Steve  
REGISTER OF DEEDS  
OUTAGAMIE COUNTY, WISCONSIN

This record has a raised seal. It is illegal to copy it unless specifically authorized by Wisconsin Statute 69.24.